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DOCKET FILE

March 23, 2004

VIA COURIER

Marlene K. Dortch
Secretary
Federal Communications Commission
445-12th Street S.W.
Washington, D.C. 20036

RECEIVED

MAR 23 2004

**FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY**

Re Allegiance Telecom, Inc
WC Docket No. 04-45
File No. ITC-T/C-20040220-00069
File No. ITC-T/C-20040220-00070

Dear Ms. Dortch:

Enclosed for filing on behalf of XO Communications, Inc. ("XO") and Allegiance Telecom, Inc., Debtor-in-Possession ("ATI") are an original and ten (10) copies each of the "Debtors Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code" ("Reorganization Plan") and of the "Debtors' Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code" ("Disclosure Statement"), both dated March 18, 2004 and filed in the U.S. Bankruptcy Court for the Southern District of New York in *In re Allegiance Telecom, Inc., et al.*, Case No. 03-13057 (RDD). The Disclosure Statement describes the terms and conditions of the Plan of Reorganization of ATI and other affiliated companies.

In light of the size of the complete Disclosure Statement, we are sending the Disclosure Statement attachments to the Commission staff via courier and will email only the primary Disclosure Statement document (without attachments) along with the Reorganization

Mo C.C. 1000 at 10
LIST AEC

KELLEY DRYE & WARREN LLP

Marlene K Dortch
March 23, 2004
Page Two

Plan document and a copy of this letter to the staff. Similarly, five copies of the entire filing are provided for inclusion in WC Docket No. 04-45 and five for inclusion in File No. ITC-T/C-20040220-00069, with five copies of this letter only provided for inclusion in File No. ITC-T/C-20040220-00070. If additional copies of the filing are needed, please let me know.

Please date-stamp the additional copy of this letter and return it to the bearer.
Please contact the undersigned counsel if you have any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Wmfred Brantl".

Wmfred Brantl

cc David Krech
Julie Veach
Dennis Johnson
Paul Gagnier (Swidler Berlin)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
In re

ALLEGIANCE TELECOM, INC , et al.,

Debtors.

Chapter 11 Case No.
03-13057 (RDD)

(Jointly Administered)

DEBTORS' JOINT PLAN OF REORGANIZATION
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

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Dated New York, New York
March 18, 2004

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Allegiance Telecom, Inc., Allegiance Telecom Company Worldwide together with its direct and indirect subsidiaries, Allegiance Telecom of New York, Inc., Adgrafix Corporation, ALGX Business Internet, Inc., Allegiance Internet, Inc., Allegiance Telecom International, Inc., Allegiance Telecom of Arizona, Inc., Allegiance Telecom of California, Inc., Allegiance Telecom of Colorado, Inc., Allegiance Telecom of Florida, Inc., Allegiance Telecom of Georgia, Inc., Allegiance Telecom of Illinois, Inc., Allegiance Telecom of Indiana, Inc., Allegiance Telecom of Maryland, Inc., Allegiance Telecom of Massachusetts, Inc., Allegiance Telecom of Michigan, Inc., Allegiance Telecom of Minnesota, Inc., Allegiance Telecom of Missouri, Inc., Allegiance Telecom of Nevada, Inc., Allegiance Telecom of New Jersey, Inc., Allegiance Telecom of North Carolina, Inc., Allegiance Telecom of Ohio, Inc., Allegiance Telecom of Oklahoma, Inc., Allegiance Telecom of Oregon, Inc., Allegiance Telecom of Pennsylvania, Inc., Allegiance Telecom of Texas, Inc., Allegiance Telecom of the District of Columbia, Inc., Allegiance Telecom of Virginia, Inc., Allegiance Telecom of Washington, Inc., Allegiance Telecom of Wisconsin, Inc., Allegiance Telecom Purchasing Company, Allegiance Telecom Service Corporation, Coast to Coast Telecommunications, Inc., Hosting.com, Inc., InterAccess Telecommunications Company, Jump Net, Inc., Shared Technologies Allegiance, Inc. and Virtualis Systems, Inc. as debtors and debtors in possession jointly propose the following chapter 11 plan pursuant to section 1121(a) of title 11 of the United States Code

ARTICLE I

DEFINITIONS AND CONSTRUCTION OF TERMS

Definitions The following terms used in the Plan shall have the respective meanings defined below

1.1 **Access Provider** means an Entity providing telecommunications services to the Debtors pursuant to an executory contract or a Tariff filed by such Entity with the Federal Communications Commission or a relevant state commission

1.2 **Acquired Assets** means the "Acquired Assets" as defined under the Purchase Agreement

1.3 **Administrative Expense Claim** means any right to payment, which constitutes a cost or expense of the administration of any of the Chapter 11 Cases, and is allowed under sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, any actual and necessary costs and expenses of preserving the Debtors' Estates, any actual and necessary costs and expenses of operating the Debtors' businesses after the Commencement Date, any indebtedness or obligations incurred or assumed by the Debtors, as debtors in possession, during the Chapter 11 Cases, any allowances of compensation and reimbursement of expenses to the extent allowed by a Final Order under sections 328, 330 or 503 of the Bankruptcy Code, and any fees or charges assessed against the Debtors' Estates under section 1930 of chapter 123 of title 28 of the United States Code

1.4 **Administrative Expense Claim Bar Date** means the date that is the forty-fifth (45th) day after the Initial Effective Date

1.5 **Allowed** means, with reference to any Claim (a) any Claim against any Debtor that is listed by such Debtor in the Schedules, as such Schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent, (b) any Claim as to which no objection to allowance has been interposed and that is not listed by the Debtors in the Schedules, as may be amended, as contingent, unliquidated or disputed, in accordance with Section 8.1 of this Plan by the Debtors, the Buyer, or any other party in interest or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective Holder, (c) any Claim as to which the liability of the Debtors and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court, (d) any Claim expressly allowed by Debtors pursuant to a Final Order of the Bankruptcy Court, or (e) any Claim expressly allowed hereunder

1.6 **Assumed Liabilities** means the "Assumed Liabilities" as defined in the Purchase Agreement

1.7 **ATCW** means Allegiance Telecom Company Worldwide, a Delaware corporation

- 1 8 **ATCW Debtors** means collectively, ATCW and the Subsidiaries
- 1 9 **ATCW Unsecured Claim** means a general unsecured claim which is a Claim, including an Insured Claim against any of the ATCW Debtors, other than Administrative Expense Claims, Priority Tax Claims, Priority Non-Tax Claims, Secured Claims or Senior Lender Claims
- 1 10 **ATI** means Allegiance Telecom Inc., a Delaware corporation
- 1 11 **ATI Note Claims** means any Claim arising under or in connection with the ATI Notes, other than the fees of the ATI Note Trustees, accruing under the ATI Note Indentures. The ATI Note Claims are hereby deemed to be Allowed ATI Unsecured Claims in the aggregate amount of [\$642,843,000]
- 1 12 **ATI Note Indentures** means, collectively, the Senior Discount Note Indenture and the Senior Note Indenture
- 1 13 **ATI Notes** means, collectively, the Senior Discount Notes and the Senior Notes
- 1 14 **ATI Note Trustees** means, collectively, the Senior Discount Note Trustee and the Senior Note Trustee
- 1 15 **ATI Unsecured Claim** means a general unsecured claim which is a Claim, including an Insured Claim and an ATI Note Claim, against ATI, other than Administrative Expense Claims, Priority Tax Claims, Priority Non-Tax Claims, Secured Claims or Senior Lender Claims
- 1 16 **ATLT** means Allegiance Telecom Liquidating Trust or any substitute entities that constitute a means for holding the ATLT Assets
- 1 17 **ATLT Agreement** means the trust agreement governing ATLT, dated as of the Initial Effective Date, substantially in the form set forth in the Plan Supplement
- 1 18 **ATLT Assets** means (a) the XO Common Stock, (b) the New STFI Common Stock, (c) the Litigation Cash, (d) the Available Cash, and (e) all other assets of the Estates that are not Acquired Assets
- 1 19 **ATLT A Certificates** means the [] ownership interests in ATLT, which shall be issued and distributed in accordance with the Plan and which shall represent ATLT's ownership of the XO Common Stock
- 1 20 **ATLT B Certificates** means the [] ownership interests in ATLT, which shall be issued and distributed in accordance with the Plan and which shall represent ATLT's ownership of the New STFI Common Stock
- 1 21 **ATLT C Certificates** means the [] ownership interests in ATLT, which shall be issued and distributed in accordance with the Plan and which shall represent ATLT's ownership of the ATLT Assets, other than the XO Common Stock and the New STFI Common Stock
- 1 22 **ATLT Certificates** means, collectively, the ATLT A Certificates, the ATLT B Certificates and the ATLT C Certificates
- 1 23 **Available Cash** means, on the Initial Effective Date, all Cash of the Debtors (other than Litigation Cash, Unencumbered Cash, or Cash funded by the Buyer or generated by the Debtors pursuant to the Operating Agreement) less the (a) Cash necessary to pay, in full, all Holders of Allowed (i) Administrative Expense Claims, (ii) Priority Tax Claims, (iii) Professional Fee Claims, (iv) Priority Non-Tax Claims, (v) Secured Claims, and (vi) Senior Lender Claims, (b) the STFI Cash Amount, (c) Cash necessary to fund the Reserve Fund, and (d) the Wind-Down Amount

1 24 **Avoidance Actions** means any and all actual or potential avoidance claims pursuant to any applicable section of the Bankruptcy Code, including, without limitation, sections 544, 545, 547, 548, 549, 550, 551, 553(b) and 724(a) of the Bankruptcy Code, arising from any transaction involving or concerning any of the Debtors that may be prosecuted in compliance with the terms and conditions of the Purchase Agreement

1 25 **Ballot** means the ballot form distributed to all Holders of Impaired Claims on which such Holders shall indicate their acceptance or rejection of the Plan and with respect solely to Holders of (a) Allowed ATCW Unsecured Claims and (b) Allowed ATI Unsecured Claims, if applicable, whether they shall exercise the Cash Recovery Election

1 26 **Bankruptcy Code** means title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases

1 27 **Bankruptcy Court** means the United States Bankruptcy Court for the Southern District of New York having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under section 157 of title 28 of the United States Code, the United States District Court for the Southern District of New York

1 28 **Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, and any Local Rules of the Bankruptcy Court

1 29 **Bar Date** means, with respect to nongovernmental and governmental Claims against the Debtors, November 26, 2003, or any other bar date for the filing of claims established by a separate order of the Bankruptcy Court in connection with the Chapter 11 Cases

1 30 **Business Day** means any day other than a Saturday, Sunday or any other day on which commercial banks in New York, New York are required or authorized to close by law or executive order

1 31 **Buyer** means XO, as Buyer under the Purchase Agreement, its designee and/or any assignee of Buyer permitted by Section 9.2 of the Purchase Agreement

1 32 **Cash** means legal tender of the United States of America

1 33 **Cash Recovery** means the ratable Distribution of Cash, to the extent available, to each Holder of an (a) Allowed ATCW Unsecured Claim or (b) Allowed ATI Unsecured Claim, as and if applicable, that exercises the Cash Recovery Election in lieu of receiving its pro rata share of the ATLT A Certificates, ATLT B Certificates, or ATLT C Certificates, as applicable, that would otherwise be distributed to each such Holder, in an amount equal to \$ ____ per ATLT A Certificate, \$ ____ per ATLT B Certificate, or \$ ____ per ATLT C Certificate, as applicable

1 34 **Cash Recovery Election** means the election, by the Holder of an (a) Allowed ATCW Unsecured Claim or (b) Allowed ATI Unsecured Claim, as and if applicable, to receive the Cash Recovery in lieu of receiving its pro rata share of the ATLT A Certificates, ATLT B Certificates, or ATLT C Certificates, as applicable, that would otherwise be distributed to such Holder in accordance with Sections 3.4(a) and 3.5(a) of the Plan, as applicable

1 35 **Causes of Action** means, without limitation, any and all actions, causes of action, liabilities, obligations, rights, suits, damages, judgments, claims and demands whatsoever, whether known or unknown, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Commencement Date or during the course of the Chapter 11 Cases, including through the Initial Effective Date and the NTA Effective Dates to the extent and only to the extent they constitute Excluded Assets or Excluded Liabilities

1 36 **Chapter 11 Cases** means the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors, styled *In re Allegiance Telecom Inc et al*, Chapter 11 Case No 03-13057 (RDD), which are currently pending before the Bankruptcy Court

1 37 **Claim** means a claim as defined in section 101(5) of the Bankruptcy Code, against a Debtor, including, but limited to (a) any right to payment from a Debtor whether or not such right is reduced to judgment, liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (b) any right to an equitable remedy for breach of performance if such performance gives rise to a right of payment from a Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured

1 38 **Claim Holder** or **Claimant** means the Holder of a Claim

1 39 **Claims Objection Deadline** means, for each Claim, the later of (a) 180 days after the Initial Effective Date and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claim

1 40 **Class** means a category of Holders of Claims or Equity Interests classified in Article III of the Plan in accordance with section 1122(a)(1) of the Bankruptcy Code

1 41 **Closing** means the "Closing" as defined in the Purchase Agreement

1 42 **Commencement Date** means May 14, 2003, the date on which the Debtors commenced the Chapter 11 Cases

1 43 **Common Stock** means all issued and outstanding common stock of the Debtors as of the Commencement Date

1 44 **Confirmation Date** means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the Bankruptcy Court's docket

1 45 **Confirmation Hearing** means the hearing held by the Bankruptcy Court to determine the confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time

1 46 **Confirmation Order** means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code

1 47 **Credit Agreement** means that certain Credit and Guaranty Agreement, dated as of February 15, 2000, as amended as of November 27, 2002 among ATCW as borrower, all of the other Debtors, as guarantors, Goldman Sachs Credit Partners L.P., as syndication agent and sole lead arranger, General Electric Capital Corporation (as successor to Toronto Dominion (Texas), Inc.), as administrative agent, and Bank Boston, N.A. and Morgan Stanley Senior Funding, as co-documentation agents

1 48 **Creditors Committee** means the statutory committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1103 of the Bankruptcy Code, as reconstituted from time to time, and its current and former members

1 49 **Debtors** means Allegiance Telecom, Inc., Allegiance Telecom of New York, Inc., Adgrafix Corporation, ALGX Business Internet, Inc., Allegiance Internet, Inc., Allegiance Telecom Company Worldwide, Allegiance Telecom International, Inc., Allegiance Telecom of Arizona, Inc., Allegiance Telecom of California, Inc., Allegiance Telecom of Colorado, Inc., Allegiance Telecom of Florida, Inc., Allegiance Telecom of Georgia, Inc., Allegiance Telecom of Illinois, Inc., Allegiance Telecom of Indiana, Inc., Allegiance Telecom of Maryland, Inc., Allegiance Telecom of Massachusetts, Inc., Allegiance Telecom of Michigan, Inc., Allegiance Telecom of Minnesota, Inc., Allegiance Telecom of Missouri, Inc., Allegiance Telecom of Nevada, Inc., Allegiance Telecom of

New Jersey, Inc., Allegiance Telecom of North Carolina, Inc., Allegiance Telecom of Ohio, Inc., Allegiance Telecom of Oklahoma, Inc., Allegiance Telecom of Oregon, Inc., Allegiance Telecom of Pennsylvania, Inc., Allegiance Telecom of Texas, Inc., Allegiance Telecom of the District of Columbia, Inc., Allegiance Telecom of Virginia, Inc., Allegiance Telecom of Washington, Inc., Allegiance Telecom of Wisconsin, Inc., Allegiance Telecom Purchasing Company, Allegiance Telecom Service Corporation, Coast to Coast Telecommunications, Inc., Hosting.com, Inc., InterAccess Telecommunications Company, Jump Net, Inc., Shared Technologies Allegiance, Inc., and Virtualis Systems, Inc.

1 50 **Debtors in Possession** means the Debtors in their capacity as debtors in possession in the Chapter 11 Cases pursuant to sections 1101-1107(a) and 1108 of the Bankruptcy Code.

1 51 **Disclosure Schedules** shall have the meaning ascribed to such term in the Purchase Agreement.

1 52 **Disclosure Statement** means the disclosure statement relating to the Plan, as amended, supplemented or modified from time to time, describing the Plan, that is prepared and distributed in accordance with sections 1125, 1126(b) and/or 1145 of the Bankruptcy Code and Bankruptcy Rule 3018 and/or other applicable law.

1 53 **Disclosure Statement Hearing Date** means the final date on which the Bankruptcy Court holds a hearing to consider the approval of the Disclosure Statement.

1 54 **Disclosure Statement Order** means that certain order of the Bankruptcy Court, dated [] which is annexed to the Disclosure Statement as Exhibit D.

1 55 **Disputed Claim** means any Claim (a) listed on the Schedules as, or proof of which is filed as, unliquidated, disputed or contingent, (b) as to which a proof of Claim designating such Claim as liquidated in amount and not contingent was not timely and properly filed, (c) as to which a Debtor, the Buyer or any other party in interest has interposed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules, or (d) is otherwise disputed by a Debtor, the Buyer or any other party in interest in accordance with applicable law, which objection, request for estimation or dispute has not been withdrawn or determined by a Final Order.

1 56 **Disputed Claim Reserve** means the reserve established and maintained by ATLT on account of Disputed Claims.

1 57 **Disputed Claim Amount** means the amount set forth on the proof of Claim relating to a Disputed Claim or, if an amount is estimated in respect of a Disputed Claim in accordance with section 502(c) of the Bankruptcy Code, Bankruptcy Rule 3018 or other applicable law, the amount so estimated pursuant to a Final Order of the Bankruptcy Court.

1 58 **Distribution** means any distribution made under the Plan to the Holders of Allowed Claims.

1 59 **Distribution Account** means an account to be established and maintained by ATLT for the purpose of making Distributions to Holders of Allowed Claims.

1 60 **Distribution Date** means any date on which a Distribution is made by ATLT on behalf of the Debtors.

1 61 **Entity** shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

1 62 **Equity Interest** means any share of common stock, preferred stock, or other instrument evidencing an ownership interest in any of the Debtors, whether or not transferable, and any option, warrant or right, contractual or otherwise, to acquire any such interest.

1 63 **Estates** means the estates created in the Chapter 11 Cases by operation of section 541 of the Bankruptcy Code

1 64 **Excluded Assets** means the “Excluded Assets” as defined in the Purchase Agreement

1 65 **Excluded Liabilities** means the “Excluded Liabilities” as defined in the Purchase Agreement

1 66 **Federal Judgment Rate** means the rate equal to the weekly average one-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System and identified at <http://www.federalreserve.gov/releases/h15/current/>

1 67 **Final Distribution Date** means the date of the last Distribution by ATLT on behalf of the Debtors

1 68 **Final Effective Date** means the date on which the Initial Effective Date and all of the NTA Effective Dates have occurred

1 69 **Final Order** means an order of the Bankruptcy Court or any other court of competent jurisdiction as to which the time to appeal, petition for *certiorari*, or move for reargument or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for reargument or rehearing shall then be pending or as to which any right to appeal, petition for *certiorari*, reargument, or rehearing shall have been waived in writing in form and substance satisfactory to the Debtors or, on and after the Initial Effective Date, ATLT, in the event that an appeal, writ of *certiorari*, or reargument or rehearing thereof has been filed or sought, such order of the Bankruptcy Court or other court of competent jurisdiction shall have been determined by the highest court to which such order was appealed, or *certiorari*, reargument or rehearing shall have been denied and the time to take any further appeal, petition for *certiorari* or move for reargument or rehearing shall have expired, provided, that the possibility that a motion under Rule 59 or Rule 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules or applicable state court rules of civil procedure, may be filed with respect to such order shall not cause such order not to be a Final Order

1 70 **Holder** and, collectively **Holders** means a Person or Entity legally holding a Claim or Equity Interest

1 71 **Impaired** means, with respect to a Claim or Equity Interest (or Class of Claims or Equity Interests), a Claim or Equity Interest (or Class of Claims or Equity Interests) that is impaired within the meaning of section 1124 of the Bankruptcy Code

1 72 **Impaired Claim** means a Claim classified in an Impaired Class

1 73 **Impaired Class** means each of Classes 4, 5, 6 and 7 as set forth in Article III of the Plan

1 74 **Initial Effective Date** means, with respect to ATI, ATCW and any Subsidiaries that do not hold or constitute Non-Transferred Assets, the first Business Day on which (a) the conditions specified in Section 9.1 of the Plan have been satisfied or waived, and (b) no stay of the Confirmation Order is in effect

1 75 **Insured Claim** means any Claim arising from an incident or occurrence that is covered under the Debtors' insurance policies

1 76 **Intercompany Claim** means a Claim of one Debtor against another Debtor

1 77 **IT Reorganized Subsidiaries** means the Subsidiaries, other than STFI, that do not hold or constitute Non-Transferred Assets, on and after the Initial Effective Date

1 78 **Lien** means any lien, lease, right of first refusal, servitude, claim, pledge, option, charge, hypothecation, easement, security interest right-of-way encroachment, mortgage, deed of trust and/or any other encumbrance restriction or limitation whatsoever

1 79 **Litigation Cash** means all proceeds, if any, actually received by ATLT arising from the prosecution or settlement of Avoidance Actions or Causes of Action commenced against any Entity or Person at the discretion of ATLT provided, however, that the prosecution of any such Avoidance Action or Causes of Action shall be subject to the terms and conditions of the Purchase Agreement

1 80 **New STFI Common Stock** means the shares of common stock par value \$0.01 per share, to be authorized pursuant to the New Certificate of Incorporation of Reorganized STFI, of which up to [10,000,000] shares shall be issued pursuant to the Plan to ATLT

1 81 **Non-Transferred Assets** means "Non-Transferred Assets" as defined in the Purchase Agreement

1 82 **NTA Effective Dates** means, with respect to each Subsidiary that holds or constitutes Non-Transferred Assets, the first Business Day or as soon as practicable thereafter on which (a) the conditions specified in Section 9.2 of the Plan have been satisfied or waived with respect to such Subsidiary, and (b) no stay of the Confirmation Order is in effect

1 83 **NTA Reorganized Subsidiaries** means the Subsidiaries, other than STFI, that hold or constitute Non-Transferred Assets, on and after their respective NTA Effective Dates

1 84 **Operating Agreement** means the "Operating Agreement" as defined in the Purchase Agreement

1 85 **Person** shall have the meaning set forth in section 101(41) of the Bankruptcy Code

1 86 **Plan** means this Joint Plan of Reorganization of the Debtors pursuant to chapter 11 of the Bankruptcy Code, including without limitation, all exhibits, supplements, amendments, appendices and schedules hereto, either in their present form or as the same may be altered, amended or modified from time to time, and those documents identified in the Plan Supplement

1 87 **Plan Administrator** means the person appointed by the Creditors Committee to administer the ATLT pursuant to the terms of the ATLT Agreement

1 88 **Plan Supplement** means the supplement to the Plan that will consist of the following form of documents: (a) the Operating Agreement, (b) the Transition Services Agreement, (c) the ATLT Agreement, (d) the ATLT Certificates, (e) the Reorganized STFI Certificate of Incorporation, (f) the Reorganized STFI Bylaws, (g) the Reorganized Subsidiaries Certificates of Incorporation, and (h) the Reorganized Subsidiaries Bylaws

1 89 **Post-Initial Effective Date Fees and Expenses** means the fees and expenses in an amount equal to the aggregate of the unpaid fees and expenses requested by Professionals for services rendered to the Debtors and the Creditors Committee through the Initial Effective Date that shall be maintained in the Reserve Fund. It also includes fees and expenses in an amount equal to the anticipated additional fees and expenses for services to be rendered after the Initial Effective Date to ATLT by Professionals, or any other professionals ATLT may retain, estimated through the completion date of such services, together with all anticipated additional expenses for consummating the liquidation and Distribution of the ATLT Assets (including but not limited to the costs and expenses associated with operating ATLT, the cost of any insurance, United States Trustee's fees, tax obligations and other post-confirmation expenses) and other transactions or obligations contemplated by the Plan

1 90 **Priority Non-Tax Claim** means any Claim, other than an Administrative Expense Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code

1 91 **Priority Tax Claim** means any Claim of a governmental unit of the kind specified in sections 502(f) and 507(a)(8) of the Bankruptcy Code

1 92 **Professional** means (a) any professional employed in the Chapter 11 Cases pursuant to sections 327 or 1103 of the Bankruptcy Code and (b) any professional or other Entity seeking compensation and reimbursement in connection with the Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code

1 93 **Professional Fee Claims** means all Administrative Expense Claims for the compensation of Professionals and reimbursement of expenses incurred by such Professionals (to the extent allowed under sections 328, 330, 363 or 503 of the Bankruptcy Code) through the Initial Effective Date

1 94 **Purchase Agreement** means that certain Asset Purchase Agreement, dated as of February 18 2004, by and among ATI, ATCW and Buyer and approved by the Bankruptcy Court pursuant to the Sale Order, a copy of which Purchase Agreement is annexed to the Disclosure Statement as Exhibit B

1 95 **Record Date** means, for purposes of voting on the Plan, the date on which the order of the Bankruptcy Court approving the Disclosure Statement is entered on the docket of the Bankruptcy Court and, for purposes of receiving a Distribution under the Plan, the Confirmation Date

1 96 **Reorganized STFI** means STFI on and after the Initial Effective Date

1 97 **Reorganized Subsidiaries** means collectively, the IT Reorganized Subsidiaries and the NTA Reorganized Subsidiaries

1 98 **Reserve Fund** means the account established by the Debtors or ATLT into which funds shall be deposited on, and possibly after, the Initial Effective Date and from which Post-Initial Effective Date Fees and Expenses shall be paid in an amount agreed to by the Debtors and the Creditors Committee

1 99 **Sale Order** means that certain order entered by the Bankruptcy Court on February 20 2004 in connection with the Chapter 11 Cases, which, among other things, approved the Purchase Agreement, and which is annexed to the Disclosure Statement as Exhibit C

1 100 **Sale Transaction** means the sale of substantially all of the assets of ATI and ATCW and the common stock of the Reorganized Subsidiaries to Buyer, and the assumption by Buyer of the Assumed Liabilities of ATI and ATCW, as contemplated in accordance with the Purchase Agreement

1 101 **Schedules** means the schedule of assets and liabilities, the list of Holders of Equity Interests and the statement of financial affairs filed by the Debtors under section 521 of the Bankruptcy Code and Bankruptcy Rule 4007, and all amendments and modifications thereto

1 102 **Secured Claim** means any Claim, other than Senior Lender Claims, to the extent reflected in the Schedules or on a timely filed proof of Claim as a Secured Claim, which is secured by a Lien on Collateral to the extent of the value of such Collateral, as determined in accordance with section 506(a) of the Bankruptcy Code, or, in the event that such Claim is subject to a permissible set-off under section 553 of the Bankruptcy Code, to the extent of such permissible set-off

1 103 **Senior Discount Notes** means those certain 11 3/4% Senior Discount Notes, due on February 15, 2008, issued pursuant to the Senior Discount Note Indenture

1 104 **Senior Discount Note Indenture** means that certain Indenture, dated as of February 3, 1998 by and between ATI and the Senior Discount Note Trustee

1 105 **Senior Discount Note Trustee** means The Bank of New York, as Indenture Trustee for the Senior Discount Notes

1 106 **Senior Lender Claims** means claims in the aggregate amount of \$477,827,051, together with any post-Commencement Date interest and costs outstanding as of the date of payment, arising under or in connection with the Credit Agreement

- 1 107 **Senior Lenders** means the lenders under the Credit Agreement
- 1 108 **Senior Note Indenture** means that certain Indenture, dated as of July 7, 1998, by and between ATI and the Senior Note Trustee
- 1 109 **Senior Note Trustee** means The Bank of New York as Indenture Trustee for the Senior Notes
- 1 110 **Senior Notes** means those 12 7/8% Senior Notes, due on May 15, 2008, issued pursuant to the Senior Note Indenture
- 1 111 **STFI** means Shared Technologies Alligance, Inc. before the Initial Effective Date
- 1 112 **STFI Assets** means the capital stock of STFI and the assets of STFI and certain other Debtors that are (a) utilized exclusively in the business of STFI (b) are necessary to operate Reorganized STFI, and (c) and as more specifically set forth in the Plan Supplement provided however, that the STFI Assets shall not include any Acquired Assets
- 1 113 **STFI Cash Amount** means the amount of Cash necessary to fund the operation of the STFI Assets on and after the Initial Effective Date, which amount shall be not less than \$5 million, unless otherwise determined by the Debtors and the Creditors Committee
- 1 114 **Subordinated Claim** means any Claim arising from rescission of a purchase or sale of a security of any of the Debtors, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim that is determined to be subordinated to other Claims pursuant to section 510(b) of the Bankruptcy Code
- 1 115 **Subsidiaries** means the direct and indirect subsidiaries of ATCW
- 1 116 **Tariff** means the schedule of terms, conditions, and prices (a) which are filed with an appropriate regulatory commission or (b) which are made generally available to the public (or such classes of customers as to be effectively available directly to the public) for the provision of products and services
- 1 117 **Tariff Services** means telecommunications services required to be provided by an Access Provider pursuant to a Tariff filed by such Access Provider with the Federal Communications Commission or relevant state commission. For purposes of the Plan, the obligation of an Access Provider to provide Tariff Services does not arise under an executory contract
- 1 118 **Tax Rate** means the rate equal to the underpayment rate specified in 26 U.S.C. § 6621 (determined without regard to 26 U.S.C. § 6621(c)) as of the Initial Effective Date
- 1 119 **Transition Services Agreement** means the "Transition Services Agreement" as defined in the Purchase Agreement
- 1 120 **Unencumbered Cash** means Cash in the amount of \$26,185,395 that is being held in JP Morgan Chase account number 343605
- 1 121 **Unimpaired** means, with respect to a Claim (or Class of Claims), a Claim (or Class of Claims) that is Unimpaired within the meaning of section 1124 of the Bankruptcy Code
- 1 122 **Unimpaired Claim** means a Claim classified in an Unimpaired Class
- 1 123 **Unimpaired Class** means each of Classes 1, 2 and 3 as set forth in Article III of the Plan
- 1 124 **Unsecured Claims** means, collectively, all ATCW Unsecured Claims and all ATI Unsecured Claims

1 125 **Utility Company** means a Person who provides Utility Services to Debtors, including, but not limited to, those Persons defined as Utility Companies in the Utilities Order

1 126 **Utilities Order** means the Order Deeming Utilities Adequately Assured of Future Performance and Establishing Procedures for Determining Requests for Additional Adequate Assurance that was entered by the Bankruptcy Court on May 15, 2003

1 127 **Utility Services** means those services generally provided by utility providers and telecommunications vendors pursuant to a Tariff requested by the Debtor via a Utility Service Order, including, but not limited to, electricity, gas, water, telephone, telecommunications Utility Services as defined in the Utilities Order, and other utility services

1 128 **Utility Service Order** means those orders, purchase orders, and other requests for Utility Services made by Debtors

1 129 **Voting Deadline** means the date set by the Bankruptcy Court by which all Ballots for acceptance or rejection of the Plan must be received by the Debtors

1 130 **Voting Record Date** means the record date set by the Bankruptcy Court, pursuant to Bankruptcy Rule 3017(d), for determining which creditors and equity security holders are entitled to receive solicitation materials and, when applicable, to vote on the Plan

1 131 **Wind-Down Amount** shall mean Cash in the amount necessary to fund the wind-down and closing of the Debtors' Estates by ATLT in accordance with the Plan, which amount shall be estimated by the Debtors, in consultation with the Creditors Committee, no later than ten (10) days prior to the Confirmation Date and shall be deposited in a separate interest-bearing account

1 132 **XO** means XO Communications Inc. a Delaware corporation

1 133 **XO Common Stock** means 45,380,000 shares of common stock of XO, par value \$.01 per share, to be issued to the Debtors pursuant to the Purchase Agreement, subject to adjustment as provided therein

Interpretation, Application of Definitions and Rules of Construction. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include both the singular and the plural and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter. Unless otherwise specified, all section, schedule, or exhibit references in the Plan are to the respective section in, article of, or schedule or exhibit to the Plan, as the same may be amended, waived, or modified from time to time. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein. A term used in the Plan that is not defined in the Plan shall have the meaning assigned to that term in the Bankruptcy Code. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the Plan. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. In the event of any inconsistency between the terms of the Purchase Agreement and this Plan, the terms of the Purchase Agreement shall control.

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) will apply. Unless otherwise provided in this Plan, any reference in this Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions. Any reference in this Plan to an existing document or schedule filed or to be filed means such document or schedule, as it may have been or may be amended, modified or supplemented pursuant to this Plan. Any reference to an Entity as a Holder of a Claim or Equity Interest includes that Entity's legal successors and assigns.

This Plan is the product of extensive discussions and arm's-length negotiations between and among the Debtors, the Senior Lenders, the Creditors Committee and certain other creditors and constituencies. Each of the

foregoing was represented by counsel who either (a) participated in the formulation and documentation of or (b) was afforded the opportunity to review and provide comments on, the Plan, the Disclosure Statement, and the other relevant and necessary documents ancillary, as applicable. Additionally, the Buyer and its counsel were afforded the opportunity to review and provide comments on, the Plan and Disclosure Statement.

ARTICLE II

TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS AND PRIORITY TAX CLAIMS

2.1 **Administrative Expense Claims** Except to the extent that any Entity entitled to the payment of any Allowed Administrative Expense Claim agrees to a less favorable treatment, each Holder of an Allowed Administrative Expense Claim shall receive Cash in an amount equal to such Allowed Administrative Expense Claim on the later of (a) the Initial Effective Date, (b) the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon as practicable thereafter, or (c) on such other date as may be ordered by the Bankruptcy Court, provided, however, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors (including, but not limited to, real and personal property taxes and franchise fees) or liabilities arising under loans or advances to or other obligations incurred by the Debtors shall be paid in full and performed by the responsible Debtor, Reorganized Subsidiary or Reorganized STFI, as the case may be, in the ordinary course of business in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing or other documents relating to such transactions. Notwithstanding the foregoing, the Buyer and the Reorganized Subsidiaries shall not be liable (x) for any of the foregoing liabilities to the extent such liabilities do not constitute Assumed Liabilities, (y) for more than 50% of all Transfer Taxes (as defined in the Purchase Agreement) in accordance with Section 6.10 of the Purchase Agreement and (z) any real or personal property Taxes (as defined in the Purchase Agreement) or similar ad valorem obligations other than those to be borne by Buyer in accordance with the proration provided under Section 6.12 of the Purchase Agreement. Except as provided under applicable non-bankruptcy law, post-petition interest will not be paid on Allowed Administrative Expense Claims.

2.2 **Professional Fee Claims** The Holders of Professional Fee Claims shall file their respective final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred through the Initial Effective Date by no later than the date that is forty-five (45) days after the Initial Effective Date, or such other date that may be fixed by the Bankruptcy Court. If granted by the Bankruptcy Court, such award shall be paid in full in such amounts as are Allowed by the Bankruptcy Court either (a) on the date such Professional Fee Claim becomes an Allowed Professional Fee Claim, or as soon as practicable thereafter, or (b) on such date and upon such other terms as may be mutually agreed upon between such Holder of an Allowed Professional Fee Claim and the Debtors. Notwithstanding anything to the contrary contained herein, none of the Buyer nor any of the Reorganized Subsidiaries shall be liable for any Professional Fee Claims.

2.3 **Priority Tax Claims** Except to the extent that a Holder of an Allowed Priority Tax Claim has been paid by the Debtors prior to the Initial Effective Date or agrees to a different treatment, each Holder of an Allowed Priority Tax Claim shall receive, in full and complete settlement, satisfaction and discharge of its Allowed Priority Tax Claim, including post-petition interest, (a) Cash in an amount equal to such Allowed Priority Tax Claim on the later of (i) the Initial Effective Date, (ii) the date such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon as practicable thereafter, and (iii) on such other date as may be ordered by the Bankruptcy Court, or (b) equal annual Cash payments in an aggregate amount equal to such Allowed Priority Tax Claim, together with interest at the Tax Rate, over a period through the sixth (6th) anniversary of the date of assessment of such Allowed Priority Tax Claim. Notwithstanding anything to the contrary contained herein, none of the Buyer nor any of the Reorganized Subsidiaries shall be liable for any Priority Tax Claims.

ARTICLE III

SUMMARY CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

Claims, other than Administrative Expense Claims, Professional Fee Claims and Priority Tax Claims, are classified for all purposes including voting, confirmation and Distribution pursuant to the Plan as follows

Class	Designation	Impairment	Entitled to Vote
Class 1	Priority Non-Tax Claims	Unimpaired	No (deemed to accept)
Class 2	Secured Claims	Unimpaired	No (deemed to accept)
Class 3	Senior Lender Claims	Unimpaired	No (deemed to accept)
Class 4	ATCW Unsecured Claims	Impaired	Yes
Class 5	ATU Unsecured Claims	Impaired	Yes
Class 6	Subordinated Claims	Impaired	No (deemed to reject)
Class 7	Equity Interests	Impaired	No (deemed to reject)

A Claim or Interest is classified in a particular Class for voting and distribution purposes only to the extent the Claim or Interest qualifies within the description of that Class, and is classified in another Class or Classes to the extent that the Claim or Interest qualifies within the description of such other Class or Classes. A Claim or Interest is classified in a particular Class regardless of whether the Claim or Interest is an Allowed Claim or Interest in that Class, or only asserted as such, but only to the extent that it has not been paid, released, disallowed or otherwise satisfied before the Initial Effective Date.

The Allowed Claims against and Interests in the Debtors shall be classified and receive the treatment specified below.

The Buyer and the Reorganized Subsidiaries shall not be liable for any Claims against or Equity Interests in the Debtors except for Assumed Liabilities.

3.1 Priority Non-Tax Claims (Class 1)

- (a) **Treatment** On the later of (i) the Initial Effective Date, (ii) the date such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is practicable, or (iii) such other date as may be ordered by the Bankruptcy Court, each Holder of an Allowed Priority Non-Tax Claim shall be paid in Cash, in full satisfaction, settlement, release and discharge of, and in exchange for such Allowed Priority Non-Tax Claim, and thereby rendered Unimpaired, except to the extent that the Debtors, with the consent of the Creditors Committee which shall not be unreasonably withheld, delayed or conditioned, and any Holder of such Allowed Priority Non-Tax Claim agree to a different treatment.
- (b) **Voting** Class 1 is Unimpaired by the Plan. Pursuant to section 1126(f) of the Bankruptcy Code, each Holder of an Allowed Priority Non-Tax Claim in Class 1 is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan.

3.2 Secured Claims (Class 2)

- (a) **Treatment** On the later of (i) the Initial Effective Date, (ii) the date on which a Secured Claim becomes an Allowed Secured Claim, or as soon thereafter as practicable, or (iii) such other date as may be ordered by the Bankruptcy Court, each Allowed Secured Claim shall be, at the election of

the Debtors (i) reinstated (only to the extent the collateral securing such Secured Claim does not constitute an Acquired Asset), (ii) paid in Cash, in full satisfaction, settlement, release and discharge of and in exchange for such Allowed Secured Claim, (iii) satisfied by the Debtors' surrender of the collateral securing such Allowed Secured Claim unless such collateral is an Acquired Asset under the Purchase Agreement in which case the Lien of such Holder shall attach to the proceeds of such Acquired Assets, (iv) offset against, and to the extent of, the Debtors' claims against the Holder of such Allowed Secured Claim, or (v) otherwise rendered Unimpaired, except to the extent that the Debtors, with the consent of the Creditors Committee which shall not be unreasonably withheld, delayed or conditioned, and a Holder of an Allowed Secured Claim agree to a different treatment

- (b) **Voting** Class 2 is Unimpaired by the Plan Pursuant to section 1126(f) of the Bankruptcy Code, each Holder of an Allowed Secured Claim in Class 2 is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan

3.3 Senior Lender Claims (Class 3)

- (a) **Treatment.** On the Initial Effective Date, or as soon as practicable thereafter each Holder of an Allowed Senior Lender Claim shall receive Cash in an amount equal to one hundred percent (100%) of such Holder's Allowed Senior Lender Claim
- (b) **Voting** Class 3 is Unimpaired by the Plan Pursuant to section 1126(f) of the Bankruptcy Code, each Holder of an Allowed Secured Claim in Class 3 is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan

3.4 ATCW Unsecured Claims (Class 4)

- (a) **Treatment** On the later of (i) the Initial Effective Date, (ii) the date such ATCW Unsecured Claim becomes an Allowed ATCW Unsecured Claim, or as soon as practicable thereafter, or (iii) such other date the Bankruptcy Court may order, each Holder of an Allowed ATCW Unsecured Claim shall receive its pro rata share of (x) either the ATLT A Certificates or the applicable Cash Recovery, (y) either the ATLT B Certificates or the applicable Cash Recovery, and (z) either the ATLT C Certificates or the applicable Cash Recovery Holders of Claims in Class 4 that do not make an election with respect to the Cash Recovery will be deemed to have made the Cash Recovery Election For purposes of this Section 3.4, the term pro rata shall mean the ratio of such Holder's Allowed ATCW Unsecured Claim over the sum of all (1) Allowed ATCW Unsecured Claims and (2) Allowed ATI Unsecured Claims Notwithstanding the foregoing, to the extent a Holder of an Allowed ATCW Unsecured Claim is entitled to less than one (1) ATLT A Certificate, ATLT B Certificate or ATLT C Certificate, then such Holder shall be deemed to have made the Cash Recovery Election, as applicable The shares of ATLT A Certificates, ATLT B Certificates and ATLT C Certificates otherwise distributable to Holders of Class 4 Claims that elect and receive a Cash Recovery will be extinguished In the event that the Available Cash is insufficient to satisfy in full the Claims of all Holders in Class 4 that elect a Cash Recovery (with such insufficiency being determined as of the Initial Effective Date), each such Holder shall receive its proportionate share of the Cash Recovery, and the remainder of its Claims shall be satisfied with ATLT A Certificates, ATLT B Certificates and ATLT C Certificates, as applicable
- (b) **Voting.** Class 4 is Impaired by the Plan Each Holder of an Allowed ATCW Unsecured Claim in Class 4 is entitled to vote to accept or reject the Plan

3.5 ATI Unsecured Claims (Class 5)

- (a) **Treatment** On the later of (i) the Initial Effective Date, (ii) the date such ATI Unsecured Claim becomes an Allowed ATI Unsecured Claim, or as soon as practicable thereafter, or (iii) such other date the Bankruptcy Court may order, each Holder of an Allowed ATI Unsecured Claim shall

receive its pro rata share of (x) either the ATLT A Certificates or the applicable Cash Recovery, (y) either the ATLT B Certificates or the applicable Cash Recovery, and (z) either the ATLT C Certificates or the applicable Cash Recovery Election, provided, however, that in the event that the Available Cash is insufficient to satisfy in full the Claims of all Holders in Class 4 that elect a Cash Recovery (with such insufficiency being determined as of the Initial Effective Date), the Holders of Allowed Claims in Class 5 will not be entitled to any Cash Recovery. Holders of Claims in Class 5 that do not make an election with respect to the Cash Recovery will be deemed to have made the Cash Recovery Election. For purposes of this Section 3.5, the term pro rata shall mean the ratio of such Holder's Allowed ATI Unsecured Claim over the sum of all (1) Allowed ATI Unsecured Claims and (2) Allowed ATI Unsecured Claims. Notwithstanding the foregoing, to the extent a Holder of an Allowed ATI Unsecured Claim is entitled to less than one (1) ATLT A Certificate, ATLT B Certificate or ATLT C Certificate, then such Holder shall be deemed to have made the Cash Recovery Election as applicable. In the event that there is sufficient Available Cash to permit Holders of Allowed Claims in Class 5 to make a Cash Recovery Election, the shares of ATLT A Certificates, ATLT B Certificates, and ATLT C Certificates otherwise distributable to Holders of Class 5 Claims that elect and receive a Cash Recovery will be extinguished. In the event that the Available Cash is insufficient to satisfy in full the Claims of all Holders in Class 5 that elect a Cash Recovery (with such insufficiency being determined as of the Initial Effective Date), each such Holder shall receive its proportionate share of the Cash Recovery, and the remainder of its Claims shall be satisfied with ATLT A Certificates, ATLT B Certificates and ATLT C Certificates as applicable.

- (b) **Voting.** Class 5 is Impaired by the Plan. Each Holder of an Allowed ATI Unsecured Claim in Class 5 is entitled to vote to accept or reject the Plan.

3.6 **Subordinated Claims (Class 6)**

- (a) **Treatment.** Holders of Subordinated Claims, if any, shall not be entitled to, and shall not retain, any property or interest in property on account of such Subordinated Claims.
- (b) **Voting.** Holders of Subordinated Claims shall receive no Distribution under the Plan. Therefore, each Holder of a Subordinated Claim in Class 6 is conclusively presumed to have rejected the Plan. Pursuant to section 1126(g) of the Bankruptcy Code, Holders of Subordinated Claims are not entitled to vote to accept or reject the Plan.

3.7 **Equity Interests (Class 7)**

- (a) **Treatment.** Holders of Equity Interests shall not be entitled to, and shall not retain, any property or interest in property on account of such Equity Interests.
- (b) **Voting.** Holders of Equity Interests shall receive no Distribution under the Plan. Therefore, each Holder of an Equity Interest in Class 7 is conclusively presumed to have rejected the Plan. Pursuant to section 1126(g) of the Bankruptcy Code, Holders of Equity Interests are not entitled to vote to accept or reject the Plan.

ARTICLE IV

ACCEPTANCE OR REJECTION OF THE PLAN

4.1 **Special Provisions Governing Unimpaired Claims.** Except as otherwise provided in the Plan or in the Purchase Agreement, nothing shall affect the Debtors' or ATLT's rights and defenses with respect to any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable defenses to set-offs and recoupments (solely in respect of assets that do not constitute Acquired Assets) against such Unimpaired Claims.

4.2 **Classes Entitled to Vote** Classes 4 and 5 are Impaired Classes and are entitled to vote to accept or reject the Plan. By operation of law, each Unimpaired Class of Claims is deemed to have accepted the Plan and is not entitled to vote to accept or reject the Plan. Classes 1, 2 and 3 are Unimpaired Classes and are deemed to have accepted the Plan. By operation of law, any Class of Claims or Equity Interests that is not entitled to receive or retain any property of the Debtors under the Plan is deemed to have rejected the Plan. Classes 6 and 7 are not entitled to receive or retain any property of the Debtors, are not entitled to vote and are deemed to have rejected the Plan.

4.3 **Acceptance by Impaired Classes** An Impaired Class of Claims shall have accepted the Plan if (a) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (b) the Holders (other than any Holder designated under section 1126(e) of the Bankruptcy Code) of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept the Plan.

4.4 **Cramdown**. The Debtors will request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code, with respect to any Impaired Class that rejects, or is deemed to have rejected the Plan.

ARTICLE V

MEANS FOR IMPLEMENTATION

5.1 **Deemed Consolidation of ATCW Debtors for Plan Purposes Only**. In accordance with the settlement of Claims and controversies under this Plan and for purposes of voting and Distributions under the Plan only: (a) all assets and all liabilities of the ATCW Debtors will be treated as though the ATCW Debtors were merged, (b) any pre-Initial Effective Date obligation of any ATCW Debtor and all guarantees thereof executed by one or more of the ATCW Debtors will be deemed to be one obligation of the consolidated ATCW Debtors, (c) any Claims filed or to be filed in connection with any such obligation and such guarantees will be deemed one Claim against the consolidated ATCW Debtors, and (d) each and every Claim filed in the individual Chapter 11 Case of any of the ATCW Debtors will be deemed filed against the consolidated ATCW Debtors in the consolidated case.

Notwithstanding the foregoing, the deemed consolidation shall not (other than for purposes related to funding Distributions under the Plan) affect (w) the legal and organizational structure of the ATCW Debtors or the Reorganized Subsidiaries, (x) pre- and post-Commencement Date guarantees, liens and security interests that were required to be maintained (i) in connection with executory contracts or unexpired leases that were entered into during the Chapter 11 Cases or that have been or will be assumed by the ATCW Debtors or (ii) pursuant to the Plan or the Purchase Agreement, (y) distributions out of any insurance policies or proceeds of such policies, and (z) the tax treatment of the ATCW Debtors. In addition, on the Initial Effective Date, for all purposes, all other Intercompany Claims between and among the ATCW Debtors shall be eliminated and discharged. In no event shall Distributions be made hereunder on account of Intercompany Claims between and among the ATCW Debtors.

5.2 **Settlement of Certain Claims**. As discussed in detail in the Disclosure Statement, pursuant to section 1125 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distribution, releases, and other benefits provided under the Plan, upon the Initial Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and controversies resolved pursuant to the Plan. All Plan distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final, and no Plan distribution to the Holder of a Claim in one Class shall be subject to being shared with or reallocated to the Holders of any Claim in another Class by virtue of any prepetition collateral trust agreement, shared collateral agreement, subordination agreement, or other similar inter-creditor arrangement.

5.3 **Restructuring Transactions**.

(a) **Transfer of Acquired Assets and Common Stock of IT Reorganized Subsidiaries**. On the Initial Effective Date, and in accordance with the terms of the Purchase Agreement and Sale Order, for good and valuable consideration, all of the Acquired Assets shall be sold, conveyed, assigned, transferred and delivered to

either the Buyer or the IT Reorganized Subsidiaries, as applicable, and the common stock of the IT Reorganized Subsidiaries shall be sold, conveyed, assigned, transferred and delivered to the Buyer, free and clear of all Liens, Claims, Equity Interests, and Interests (as defined in the Sale Order) of Entities, provided, however, to the extent that an Early Closing Election (as defined in the Purchase Agreement) has been delivered and the Sale Transaction has closed, then Section 5.3(d) and (e) of the Plan shall be inapplicable. Notwithstanding anything to the contrary contained herein, (i) prior to the Initial Effective Date, the parties to the Purchase Agreement retain their rights to make such an Early Closing Election (as provided in the Purchase Agreement) and to consummate the transactions contemplated under the Purchase Agreement if such Early Closing Election is made and (ii) the Buyer and the Reorganized Subsidiaries if the Early Closing Election is not made (x) shall not be liable for any Claims against or Equity Interests in the Debtors, other than the Assumed Liabilities, and (y) shall not be deemed to have assumed or be liable for any liabilities of the Reorganized Subsidiaries of the types and in the nature of the Excluded Liabilities (as defined in Section 2.4 of the Purchase Agreement). After the Initial Effective Date, each IT Reorganized Subsidiary shall have no further obligations under the Plan other than the Assumed Liabilities that relate to such IT Reorganized Subsidiary.

(b) **Transfer of Excluded Assets** On the Initial Effective Date, all of the Excluded Assets (together with the other ATI T Assets but not including any Acquired Assets) shall be transferred to ATLT free and clear of all Liens, Claims and Equity Interests.

(c) **Non-Transferred Assets** On each of the NTA Effective Dates, and in accordance with the terms of the Purchase Agreement and Sale Order, for good and valuable consideration, the common stock of the relevant NTA Reorganized Subsidiary (and any accompanying Non-Transferred Asset(s)) shall be conveyed, assigned, transferred and delivered to the Buyer, free and clear of all Liens, Claims, Equity Interests, and Interests (as defined in the Sale Order) of Entities. After each NTA Effective Date, the relevant NTA Reorganized Subsidiary shall have no further obligations under the Plan other than the Assumed Liabilities that relate to such NTA Reorganized Subsidiary.

(d) **Continued Corporate Existence and Remaining of Assets in the Reorganized Subsidiaries** Each of the IT Reorganized Subsidiaries shall continue to exist after the Initial Effective Date, and each NTA Reorganized Subsidiary shall continue to exist after its NTA Effective Date, as applicable, as a separate legal Entity, with all the powers of a corporation, limited liability company, joint venture, or partnership, as applicable, under the laws of their respective states of incorporation, formation, or organization, and without prejudice to any right that Buyer has to alter or terminate such existence (whether by merger, acquisition, or otherwise) under such applicable state law. Except as otherwise provided in the Plan or the Purchase Agreement, on and after the Initial Effective Date and each of the NTA Effective Dates, as applicable, all property of the Subsidiaries, other than STFI, the STFI Assets and the Excluded Assets, shall remain in the Reorganized Subsidiaries, free and clear of all Claims, Liens, charges, Equity Interests, Interests (as defined in the Sale Order) or other encumbrances. On and after the Initial Effective Date or each of the NTA Effective Dates, as applicable, the Reorganized Subsidiaries may operate their businesses and may use, acquire or dispose of their property, without the supervision or approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules and in all respects as if there were no pending cases under any chapter or provision of the Bankruptcy Code.

(e) **Reorganized Subsidiaries** On the Initial Effective Date, the stock of all of the IT Reorganized Subsidiaries shall be transferred to Buyer, in such order and manner as Buyer may choose in its sole discretion in accordance with the Purchase Agreement, in exchange for consideration being given to the Debtors under the Purchase Agreement, which such consideration shall be distributed to Holders of Allowed Claims in accordance with the Plan. On the NTA Effective Date for each Subsidiary that holds or constitutes Non-Transferred Assets, the stock of such NTA Reorganized Subsidiary shall be transferred to Buyer in the manner chosen by Buyer in its sole discretion in accordance with the Purchase Agreement. All required corporate actions with respect to the Reorganized Subsidiaries will be determined by Buyer in its sole discretion.

(f) **New Certificates of Incorporation and New By-laws** On or immediately prior to the Initial Effective Date or each of the NTA Effective Dates, as applicable, the Reorganized Subsidiaries will file their respective New Certificates of Incorporation with the applicable Secretaries of State in their respective states of incorporation in accordance with the relevant sections of the corporate laws of the respective states of

incorporation. After the Initial Effective Date or each of the NTA Effective Dates, as applicable, the Reorganized Subsidiaries may amend and restate their respective New Certificate of Incorporation and other constituent documents as permitted by the laws of their respective states of incorporation.

(ii) **Directors and Officers of the Reorganized Subsidiaries** Subject to section 1129(a)(5) of the Bankruptcy Code, the directors and officers of the Subsidiaries, other than STFI, shall resign as of the Final Effective Date. As of the Initial Effective Date or each of the NTA Effective Dates, as applicable, the initial board of directors of each of the Reorganized Subsidiaries shall be appointed by the Buyer in accordance with the respective Reorganized Subsidiaries' New Certificate of Incorporation. Pursuant to section 1129(a)(5), the Buyer will disclose, on or prior to the Confirmation Date, the identity and affiliations of any Person proposed to serve on the initial board of directors of each of the Reorganized Subsidiaries. To the extent any such Person is an 'insider' under the Bankruptcy Code, the nature of any compensation for such Person will also be disclosed. Each such director and officer shall serve from and after the Initial Effective Date or each of the NTA Effective Dates, as applicable, pursuant to the terms of the New Certificates of Incorporation and other constituent documents of the Reorganized Subsidiaries.

(iii) **Corporate Action** As of the Initial Effective Date or each of the NTA Effective Dates, as applicable, the adoption and filing of the New Certificates of Incorporation, the approval of the New By-laws, the appointment of directors and officers for each of the Reorganized Subsidiaries, and all actions contemplated hereby shall be deemed to be authorized and approved in all respects (subject to the provisions hereof). All matters provided for herein involving the corporate structure of the Reorganized Subsidiaries, and any corporate action required by the Reorganized Subsidiaries in connection with the Plan, shall be deemed to have occurred and shall be in effect pursuant to applicable law, without any requirement of further action by the security holders or directors of the Reorganized Subsidiaries. On the Initial Effective Date or each of the NTA Effective Dates, as applicable, the appropriate officers of the Reorganized Subsidiaries and members of the board of directors of the Reorganized Subsidiaries are authorized and directed to issue, execute and deliver the agreements, documents, securities and instruments contemplated by the Plan in the name of and on behalf of the Reorganized Subsidiaries.

(f) **Reorganized STFI** Reorganized STFI shall continue to exist after the Initial Effective Date as a separate legal entity, with all powers of a corporation under the laws of the State of Delaware, and without prejudice to any right to alter or terminate such existence (whether by merger, acquisition or otherwise) under the laws of the State of Delaware. Except as otherwise provided in the Plan or any related document, on and after the Initial Effective Date, the STFI Assets shall vest in Reorganized STFI free and clear of all Claims and Liens. On and after the Initial Effective Date, Reorganized STFI may operate the STFI Assets and may use, acquire or dispose of the STFI Assets without the supervision or approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan or the Confirmation Order.

(i) **Issuance of New Securities** On the Initial Effective Date, Reorganized STFI shall issue all securities, notes, instruments, certificates, and other documents of Reorganized STFI required to be issued pursuant to the Plan, including, without limitation, the New STFI Common Stock, which shall be distributed to ATLT for the benefit of Holders of ATLT B Certificates in accordance with Sections 3.4(a) and 3.5(a) of the Plan.

(ii) **New Certificate of Incorporation and New By-laws** On or immediately prior to the Initial Effective Date, STFI will file its New Certificate of Incorporation with the Secretary of State for the State of Delaware in accordance with the relevant sections of the corporate laws of the State of Delaware. After the Initial Effective Date, Reorganized STFI may amend and restate its New Certificate of Incorporation and other constituent documents as permitted by the laws of the State of Delaware. The New Certificate of Incorporation will prohibit the issuance of nonvoting equity securities.

(iii) **Directors and Officers of the Debtors and Reorganized STFI** Subject to section 1129(a)(5) of the Bankruptcy Code, the directors and officers of Reorganized STFI shall resign as of the Initial Effective Date. As of the Initial Effective Date, the initial board of directors of Reorganized STFI shall be appointed by the Creditors Committee and in accordance with Reorganized STFI's New Certificate of

Incorporation Pursuant to section 1129(a)(5), the Creditors Committee will disclose, on or prior to the Confirmation Date, the identity and affiliations of any Person proposed to serve on the initial board of directors of Reorganized STFI. To the extent any such Person is an "insider" under the Bankruptcy Code, the nature of any compensation for such Person will also be disclosed. Each such director and officer shall serve from and after the Initial Effective Date pursuant to the terms of the New Certificate of Incorporation and other constituent documents of Reorganized STFI.

(iv) **Corporate Action** As of the Initial Effective Date, the adoption and filing of the New Certificate of Incorporation, the approval of the New By-laws, the appointment of directors and officers for Reorganized STFI, and all actions contemplated hereby shall be deemed to be authorized and approved in all respects (subject to the provisions hereof). All matters provided for herein involving the corporate structure of Reorganized STFI and any corporate action required by the Debtors or Reorganized STFI in connection with the Plan shall be deemed to have occurred and shall be in effect, pursuant to applicable law, without any requirement of further action by the security holders or directors of the Debtors or Reorganized STFI. On the Initial Effective Date, the appropriate officers of Reorganized STFI and members of the board of directors of Reorganized STFI are authorized and directed to issue, execute and deliver the agreements, documents, securities and instruments contemplated by the Plan in the name of and on behalf of Reorganized STFI.

(v) **Working Capital** On the Initial Effective Date, to provide Reorganized STFI with the working capital to operate the STFI Assets on a going-forward basis and, to the extent applicable, to fund any obligations under Section 4980B of the Internal Revenue Code to provide continuation of group medical coverage with respect to any employee or former employee employed by or in connection with any of the Debtors or other qualified beneficiary, the Debtors shall deposit Cash in an amount equal to the STFI Cash Amount into a bank account of Reorganized STFI or allow Reorganized STFI to retain Cash in its bank accounts equal to the STFI Cash Amount. Reorganized STFI shall not be funded with Cash provided under the Operating Agreement to fund the Non-Transferred Assets set forth in the Purchase Agreement and such Cash shall at all times be held in separate bank accounts from Cash used to fund Reorganized STFI and ATLT.

5.4 **ATLT**

(a) **Execution of the ATLT Agreement** On the Initial Effective Date, the ATLT Agreement shall be executed, and all other necessary steps shall be taken to establish the ATLT and the beneficial interests therein which shall be for the benefit of the Holders of Allowed Claims in Classes 4 and 5 as provided in Sections 3.4 and 3.5 hereof. In the event of any conflict between the terms of this Section 5.4 and the terms of the ATLT Agreement, the terms of the ATLT Agreement shall govern.

(b) **Purpose of ATLT** From and after the Initial Effective Date, ATLT shall, in accordance with the ATLT Agreement, (i) wind-down the Debtors' affairs, including making Distributions as contemplated herein, (ii) liquidate, by conversion to Cash or other methods, the ATLT Assets, to the extent applicable, as expeditiously as reasonably possible, (iii) investigate, enforce and prosecute the Avoidance Actions and the Causes of Action, provided, however that any analysis regarding whether a Cause of Action should be commenced against any member of the Creditors Committee shall be conducted by the Debtors' attorneys or another party selected by the Debtors prior to the Confirmation Date, (iv) resolve Disputed Claims, (v) administer the Plan and take such actions as are necessary to effectuate the Plan, and (vi) file appropriate tax returns, each in the exercise of its fiduciary obligations and ATLT shall retain such professionals as are necessary and appropriate in furtherance of such fiduciary obligations.

(c) **ATLT Assets** ATLT shall consist of the ATLT Assets, which, for the sake of clarity, shall include the XO Common Stock, the New STFI Common Stock, all Available Cash and the Excluded Assets. On the Initial Effective Date, the Debtors shall transfer all of the ATLT Assets to ATLT free and clear of all Claims and Liens.

(d) **The ATLT Certificates** On the Initial Effective Date, ATLT shall issue [] ATLT A Certificates, [] ATLT B Certificates, and [] ATLT C Certificates. The ATLT Certificates, in accordance with

Sections 3.4 and 3.5 of the Plan, shall be distributed to the Holders of Allowed (a) ATCW Unsecured Claims and (b) ATI Unsecured Claims. The ATLT Certificates shall represent the value of ATLT.

(e) **Appointment of Plan Administrator** The Creditors Committee shall appoint the Plan Administrator who shall be retained effective as of the Initial Effective Date. The Plan Administrator shall, in accordance with the ATLT Agreement, serve in such capacity through the earlier of the date ATLT is dissolved and the date such Plan Administrator resigns, is terminated or otherwise unable to serve, provided, however, that, in the event that the Plan Administrator resigns, is terminated or unable to serve, then the directors of ATLT shall have the right to select a successor who shall be appointed as the Plan Administrator and shall serve in such capacity until ATLT is dissolved or until such Plan Administrator resigns, is replaced or is terminated.

(f) **Responsibilities of Plan Administrator** As set forth in more detail in the ATLT Agreement, the responsibilities of the Plan Administrator shall include: (i) the wind-down of the Debtors' affairs, including making Distributions as contemplated herein, (ii) the liquidation, by conversion to Cash or other methods, of the ATLT Assets, to the extent applicable, (iii) the investigation, enforcement and prosecution of the Avoidance Actions and the Causes of Action provided, however that any analysis regarding whether a Cause of Action should be commenced against any member of the Creditors Committee shall be conducted by the Debtors' attorneys or another party selected by the Debtors prior to the Confirmation Date, (iv) resolution of Disputed Claims, (v) administration of the Plan, and (vi) filing of appropriate tax returns, each in the exercise of its fiduciary obligations and ATLT shall retain such professionals as are necessary and appropriate in furtherance of such fiduciary obligations.

(g) **Directors of ATLT** On the Initial Effective Date, the directors of ATLT shall be appointed by the Creditors Committee. There shall be three directors of ATLT.

(h) **Post-Initial Effective Date Professional Fees and Expenses** From and after the Initial Effective Date, the attorneys for the Debtors, the attorneys for the Creditors Committee and other Professionals retained in the Chapter 11 Cases may, from time to time, provide legal or other professional services in connection with the Plan as requested by the Plan Administrator. Such services may be paid without further application to the Bankruptcy Court within ten (10) days after submission of a bill to the Plan Administrator. If an objection is asserted by the Plan Administrator with respect to a bill and remains unresolved, the Plan Administrator may not pay the amounts requested in such bill, provided, however, that the affected Professional may file an application for allowance with the Bankruptcy Court on ten (10) days' notice to the Plan Administrator. After a hearing before the Bankruptcy Court, the fees and expenses will be paid in the amounts fixed by the Bankruptcy Court. Notwithstanding anything to the contrary contained herein, the Buyer and the Reorganized Subsidiaries shall not be liable for any of such fees and expenses.

(i) **Post-Initial Effective Date Fees and Expenses** From and after the Initial Effective Date, ATLT shall, in the ordinary course of business and without the necessity of Bankruptcy Court approval, pay the reasonable fees and expenses related to the implementation and consummation of the Plan, other than the professional fees described in Section 5.4(h) of the Plan. Any dispute with respect to such fees and expenses will be resolved by the Bankruptcy Court. Notwithstanding anything to the contrary contained herein, the Buyer and the Reorganized Subsidiaries shall not be liable for any of such fees and expenses.

(j) **Plan Administrator and Fiduciary Duties** The Plan Administrator shall act in a fiduciary capacity for the interests of all Holders of ATLT Certificates.

(k) **Dissolution of ATI and ATCW** On the date that ATI or ATCW no longer holds a Non-Transferred Asset, whether directly or indirectly, the Plan Administrator shall file on behalf of ATI and ATCW a certification of dissolution with the Bankruptcy Court and, as a result thereof, such Entity will be dissolved without the necessity for any other or further actions to be taken by or on behalf of ATI and ATCW or payments to be made in connection therewith, provided, however, that ATI and ATCW shall file with the official public office for keeping corporate records in its state of incorporation or organization a certification of dissolution or equivalent document. After (a) the Distribution of all Cash, including the Litigation Cash, if any, Excluded Assets (or on the proceeds thereof) and the ATLT Certificates pursuant to the Plan, (b) the filing by or on behalf of ATLT of a certification of dissolution with the Bankruptcy Court, and (c) the taking of all

necessary actions to effectuate the closing of the Chapter 11 Cases, ATI and ATCW shall be deemed dissolved for all purposes without the necessity for any other or further actions, provided, however, that ATLT shall file with the official public office for keeping corporate records in the state of incorporation or organization of each of the Debtors a certificate of dissolution or equivalent document

(l) **Closing of the Chapter 11 Cases** ATLT shall take all necessary actions to effectuate the closing of the Chapter 11 Cases of the Debtors. Upon the Distribution of all ATLT Assets, the Plan Administrator shall take all necessary actions to effectuate the dissolution of ATLT

(m) **Tax Treatment** If possible, ATLT will be structured to be treated for federal income tax purposes as a "liquidating trust" as defined in Treasury Regulation Section 301.7701-4(d), according to the guidelines established by the IRS in Rev. Proc. 94-45, 1994-2 CB 684, for the formation of liquidating trusts. If ATLT cannot be structured to comply with Rev. Proc. 94-45, then ATLT will be structured as another entity (or entities) intended not to be subject to federal income tax, *i.e.* a "flow through" entity

5.5 **Cancellation of Existing Securities and Agreements** On the Initial Effective Date or each of the NTA Effective Dates, as applicable, except to the extent otherwise provided herein, all notes, instruments, certificates, and other documents evidencing (a) the Senior Lender Claims, (b) the Senior Notes, (c) the Senior Discount Notes, (d) the Common Stock, (e) Equity Interests, and (f) any stock options, warrants or other rights to purchase Common Stock other than a Claim that is reinstated and rendered unimpaired under the Plan or Equity Interest held by a Debtor in any Subsidiary shall be canceled and the obligations of the Debtors or Reorganized STFI thereunder or in any way related thereto shall be discharged. On the Initial Effective Date, except to the extent otherwise provided herein, the ATI Note Indentures shall be deemed to be canceled, as permitted by section 1123(a)(5)(F) of the Bankruptcy Code, and the obligations of the Debtors thereunder shall be discharged, provided, however, that the ATI Note Indentures shall continue in effect solely for the purposes of allowing the ATI Note Trustees, or their agent or servicer, to make the Distributions to be made on account of the Allowed ATI Unsecured Claims that relate to the ATI Notes in accordance with the Plan

5.6 **Regulatory Approvals** The transactions contemplated in this Plan, including, but not limited to, mergers, investments, transfers of assets, dissolutions, consolidations, and other transactions, shall be approved and effective as of the Initial Effective Date without the need for any further state or local regulatory approvals, and without any requirement or further action by the Debtors, ATLT, the Reorganized Subsidiaries or Reorganized STFI. All current customers will continue to receive service under the same rates, terms, and conditions as they currently enjoy and the state or local regulatory commissions and agencies may not impose any requirements on the Debtors, the Reorganized Subsidiaries or Reorganized STFI to allow the current customers to terminate currently effective agreements with Debtors without liability. Impacted customers will receive notice of all of these organizational changes. Where required, tariffs of subsidiaries that will be created, merged or dissolved pursuant to this Plan will be appropriately incorporated into existing or new tariffs held by such Entities. State and local regulatory commissions will be able to review these tariff changes to assure that consumers' rights are fully protected. This Plan is not dependent on any rate changes.

5.7 **Insurance Preservation** Nothing in this Plan, including any releases, shall diminish or impair the enforceability of any policies of insurance that may cover any claims against the Debtors or any other Person.

ARTICLE VI

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.1 **Assumption or Rejection of Executory Contracts and Unexpired Leases**

(a) **Executory Contracts and Unexpired Leases** Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, and subject to the terms and conditions of the Purchase Agreement, all executory contracts and unexpired leases between the Debtors and any Person or Entity that are not listed on Schedules 2, 3, 4 and 5 annexed hereto shall be deemed rejected by the Debtors on the Initial Effective Date. Contracts and leases listed on Schedule 1 shall be deemed rejected as of the Initial Effective Date. Contracts and leases listed on

Schedule 2 shall be deemed rejected sixty (60) days after Buyer obtains the regulatory consents set forth in Section 2.5 of the Purchase Agreement relating to such contract or lease. Contracts and leases listed on Schedule 3 shall be deemed assumed and (where necessary in accordance with the Purchase Agreement and Sale Order) assigned to Buyer on the Initial Effective Date. Contracts listed on Schedule 4 shall be deemed assumed and (where necessary in accordance with the Purchase Agreement and Sale Order) assigned to Buyer on the date that Buyer obtains the regulatory consents set forth in Section 2.5 of the Purchase Agreement relating to such contract or lease. Contracts listed on Schedule 5 shall be deemed rejected on the earlier of (i) 20 days after notice of such rejection has been given by the Debtors to the counterparty to such contract, (ii) 180 days after the Initial Effective Date or (iii) another date later than the Initial Effective Date as reflected on such Schedule 5. Schedules 2, 3, 4 and 5 annexed hereto may be modified at any time by the Buyer prior to the Initial Effective Date in accordance with the terms and conditions of the Purchase Agreement.

(b) **Claims Based on Rejection of Executory Contracts or Unexpired Leases** All proofs of Claim with respect to Claims arising from the rejection of executory contracts or unexpired leases, if any, must be filed with the Bankruptcy Court within thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. Any Claims arising from the rejection of an executory contract or unexpired lease not filed within such time will be forever barred from assertion against the Debtors, their Estates and property or ATLT, unless otherwise ordered by the Bankruptcy Court or provided herein.

(c) **Cure of Defaults for Executory Contracts and Unexpired Leases Assumed** Any monetary amounts by which each executory contract and unexpired lease to be assumed pursuant to the Plan is in default shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash on the later of (i) the Initial Effective Date, (ii) the date the Bankruptcy Court determined by Final Order the default amount, or (iii) on such other terms as the parties to such executory contracts or unexpired leases may otherwise agree. In the event of a dispute regarding (a) the amount of any cure payments, (b) the ability of Reorganized STFI or any assignee, including Buyer, to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (c) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving the assumption. The Bidding Procedures Order (as defined in and modified by the Sale Order) provides, and the Confirmation Order shall provide, as applicable, for notices of proposed assumption and proposed cure amounts to be sent to applicable third parties and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court. Disputes with respect to cure between the Debtors and Buyer shall be governed by the terms and conditions of Section 3.5 of the Purchase Agreement. Buyer shall have standing in the Chapter 11 Cases with regard to cure amounts and all other matters relating to the assumption or assignment of executory contracts or unexpired leases, including, without limitation, adequate assurance matters.

(d) **Insurance Policies** All of the Debtors' insurance policies and any agreements, documents or instruments relating thereto, are treated as executory contracts under the Plan. On the Initial Effective Date, the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents and instruments relating to coverage of all Insured Claims and shall be deemed to have assigned all of the Debtors' rights thereunder to ATLT. Notwithstanding the foregoing, Distributions under the Plan to any Holder of an Insured Claim shall be in accordance with the treatment provided under Article III of the Plan, provided, however, that any Distribution with respect to any and all Insured Claims shall be limited to the amount of proceeds payable under the insurance policies and any agreements, documents and instruments relating thereto.

6.2 **Utility Services** After the Initial Effective Date, all Utility Companies shall continue to provide to the Debtors, Reorganized STFI, the Reorganized Subsidiaries or Buyer without interruption all Utility Services provided to the Debtors prior to the Initial Effective Date whether such Utility Services were provided pursuant to a contract or Tariff. Utility Companies shall not be entitled to request any additional deposits or other financial security from the Debtors, Reorganized STFI, the Reorganized Subsidiaries or Buyer as a result of, arising out of, or in connection with, the Chapter 11 Cases. Any Claim against a Debtor by a Utility Company (or a Holder of a Claim of a Utility Company) for the provision of Utility Services to such Debtor prior to the Commencement Date shall be deemed to be an ATCW Unsecured Claim and shall be treated in accordance with Section 3.4 hereof. The Buyer shall have standing with respect to Claims arising out of Utility Services.

6.3 **Tariff Services.** After the Initial Effective Date, all Access Providers shall continue to provide to the Debtors, Reorganized STFI, the Buyer or the Reorganized Subsidiaries, as the case may be, without interruption all Tariff Services, specifically including usage-sensitive access services, provided to the Debtors prior to the Initial Effective Date. Access Providers shall not be entitled to request any additional deposits or other financial security from the Debtors, Reorganized STFI, the Reorganized Subsidiaries or Buyer as a result of, arising out of, or in connection with, the Chapter 11 Cases. Any Claim against a Debtor by an Access Provider (or a Holder of a Claim of an Access Provider) for the provision of Tariff Services to such Debtor prior to the Commencement Date shall be deemed to be an ATCW Unsecured Claim and shall be treated in accordance with Section 3.4 hereof. The Buyer shall have standing with respect to Claims arising out of Tariff Services.

ARTICLE VII

PROVISIONS COVERING DISTRIBUTIONS

7.1 **Distributions for Claims and Equity Interests Allowed as of the Initial Effective Date.** Except as otherwise provided herein or as may be ordered by the Bankruptcy Court, Distributions to be made on account of Claims that are Allowed as of the Initial Effective Date shall be made on the Initial Effective Date, or as soon as practicable thereafter. Unless otherwise specifically provided for or contemplated in the Plan or Confirmation Order, or required by applicable bankruptcy law, post-petition interest shall not accrue or be paid on any Claims and no Holder of a Claim shall be entitled to interest accruing on or after the Commencement Date. For tax purposes, Distributions received in respect of Allowed Claims shall be allocated first to the principal amount of the Allowed Claims with any excess allocated to unpaid interest that accrued on such Claims.

7.2 **Delivery of Distributions by ATLT.** ATLT shall make all Distributions required to be distributed under the Plan, except that the ATI Note Trustees shall deliver the Distributions, if any, to the Holders of Allowed ATI Note Claims in accordance with the ATI Indentures and this Plan. Any Distribution required to be made pursuant to this Plan on a day other than a Business Day shall be made on the next succeeding Business Day. ATLT may employ or contract with other Entities to assist in or make the Distributions required by the Plan without further order of the Court.

7.3 **Delivery and Distributions and Undeliverable or Unclaimed Distributions**

(a) **Delivery of Distributions in General.** Distributions to Holders of Allowed Claims shall be made at the address of the Holder of such Claim as indicated on the records of the Debtors or, if such Holder holds such Claims through a Nominee, Distributions with respect to such Claims will be made to such Nominee and such Nominee shall in turn, make appropriate book entries to reflect such Distributions to such Holders.

(b) **Undeliverable Distributions**

- (i) **Holding and Investment of Undeliverable Distributions.** If a Distribution of Cash is returned to ATLT as undeliverable or is otherwise unclaimed for one (1) year after the Initial Effective Date, such Cash shall be distributed on a pro rata basis to Holders of Allowed Unsecured Claims in accordance with the Sections 3.4(a) and 3.5(a) of the Plan. Undeliverable Distributions shall remain in the possession of ATLT until such time as a Distribution becomes deliverable or until the first anniversary of the Initial Effective Date. Undeliverable Cash shall not be entitled to any interest, dividends or other accruals of any kind. As soon as reasonably practicable, ATLT shall make all Distributions that become deliverable.
- (ii) **Failure to Claim Undeliverable Distributions.** Any Holder of an Allowed Claim that does not assert a Claim pursuant to the Plan for an undeliverable or unclaimed Distribution within one (1) year after the Initial Effective Date shall be deemed to have forfeited its Claim for such undeliverable or unclaimed Distribution and shall be forever barred from asserting any such Claim against any of the Debtors or their Estates,